

Exhibit E

Schedule of Retained Causes of Action

Schedule of Retained Causes of Action¹

Sections IV.F.2 of the Disclosure Statement provides as follows:

The Plan provides for the retention of all Causes of Action other than those that are waived, relinquished, exculpated, released, compromised or settled.

In accordance with section 1123(b) of the Bankruptcy Code, the Debtor shall retain and enforce all rights to commence and pursue any and all Causes of Action of the Debtor, and the Debtor's right to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtor pursuant to the releases and exculpations contained in the Plan and Article XII of the Plan, which shall be deemed released and waived by the Debtor as of the Effective Date.

The Debtor may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Debtor. **No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Disclosure Statement or any other document in this case to any Cause of Action against it as any indication that the Debtor will not pursue any and all available Causes of Action of the Debtor against it. The Debtor expressly reserves all rights to prosecute any and all Causes of Action against any Person, except as otherwise provide in the Plan, including Article XII of the Plan.** Unless any Cause of Action of the Debtor against a Person is waived, relinquished, exculpated, released, compromised or settled in the Plan or pursuant to a Final Order, the Debtor expressly reserves all such Causes of Action for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or the Effective Date.

Section 12.13 of the Plan provides as follows:

Retention of Causes of Action/Reservation of Rights. Except with respect to the Released Parties or any other beneficiary of the releases, injunctions, and exculpations contained in this Article XII, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims or Causes of Action, right of setoff, or other legal or equitable defense that the Debtor had immediately prior to the Effective Date, on behalf of the Estate or of itself in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law. The Debtor shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or other legal or equitable defenses which the Debtor had immediately prior to the Petition Date as fully as if the Chapter 11 Case had not been commenced, and all of the Debtor's legal and/or

¹ Capitalized terms not otherwise defined herein have the meanings given them in the *Modified Third Amended Plan of Liquidation for Griddy Energy LLC Under Chapter 11 of the Bankruptcy Code* [Docket No. 311] (as amended, modified or supplemented from time to time, the "Plan").

equitable rights respecting any Claim may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Case had not been commenced. Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Debtor shall have the exclusive right to institute, prosecute, abandon, settle, or compromise all Causes of Action (excluding those Causes of Action released pursuant to this Article XII), in its sole discretion and without further order of the Bankruptcy Court, in any court or other tribunal, including, without limitation, in an adversary proceeding filed in the Chapter 11 Case.

Section 1.17 of the Plan defines “Causes of Action” to mean, without limitation, any and all actions, causes of action, Avoidance Actions, controversies, liabilities, obligations, rights, suits, damages, judgments, Claims, and demands whatsoever owned by the Debtor, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, whether assertable directly, indirectly, derivatively or in any representative or other capacity, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act, failure to act, error, omission, transaction, occurrence or other event arising or occurring prior to the Petition Date or during the course of the Chapter 11 Case, including through the Effective Date.

Section 1.107 of the Plan defines “Texas Storm Causes of Action” to mean any and all Causes of Action of the Debtor arising from, relating to or in connection with the winter storm (commonly referred to as “Winter Storm Uri”) that occurred in Texas during the month of February 2021 (primarily February 13, 2021 through February 19, 2021). For the avoidance of doubt, such Causes of Action of the Debtor exclude any and all claims against the Released Parties.

Notwithstanding and without limiting the generality of the foregoing, including Section 12.13 of the Plan, the Debtor expressly reserves all Causes of Action, including the following types of claims:

I. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which the Debtor is a party or pursuant to which the Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. Without limiting the generality of the foregoing, the Debtor expressly reserves all Causes of Action against the Persons identified in **Schedule E(i)** attached hereto.

II. Claims Related to Tax Obligations and Refunds

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action based in whole or in part upon any and all tax obligations to which the Debtor is a party or pursuant

to which the Debtor has any rights whatsoever, including, without limitation, against or related to all Persons that owe or that may in the future owe money related to tax refunds to the Debtor, regardless of whether such Person is specifically identified herein. Without limiting the generality of the foregoing, the Debtor expressly reserves all Causes of Action against the Persons identified in **Schedule E(ii)** attached hereto.

III. Claims, Defenses, Cross-Claims and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action against or related to all Persons that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, including an adversary proceeding before the Bankruptcy Court, whether formal or informal or judicial or non-judicial, regardless of whether such Person is specifically identified in the Plan, this Plan Supplement, or any amendments thereto. Without limiting the generality of the foregoing, the Debtor expressly reserves all Causes of Action against the Persons identified in **Schedule E(iii)** attached hereto.

IV. Claims Related to Contracts and Leases

Unless otherwise released by the Plan, the Debtor expressly reserves Causes of Action based in whole or in part upon any and all contracts and leases to which the Debtor is a party or pursuant to which the Debtor has any rights whatsoever (regardless of whether such contract or lease is specifically identified in the Plan, this Plan Supplement, or any amendments thereto). The Claims and Causes of Action reserved include Causes of Action against vendors, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with the Debtor before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory or statutory liens held by the Debtor; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims; (j) related to the winter storm event that occurred in Texas in mid-February 2021; and (k) related to the transfer or refusal to transfer at any time of the Debtor's former customers to one or more providers of last resort.

V. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action against or related to all Persons that owe or that may in the future owe money to the Debtor,

including (i) any former customer of the Debtor that opts out of the Customer Releases in accordance with the terms of the Plan, and (ii) all former customers of the Debtor if the Bankruptcy Court does not approve the Customer Releases through the Plan, regardless of whether such Person is expressly identified in the Plan, this Plan Supplement or any amendments thereto. Furthermore, the Debtor expressly reserves all Causes of Action against or related to all Persons who assert or may assert that the Debtor owes money to him, her, it or them.

VI. Claims Related to Deposits/ Prepayments, Adequate Assurance Postings, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action based in whole or in part upon any and all postings of a security deposits, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.

VII. Claims Related to Liens

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein.

VIII. Claims Related to Claims Objections and Reconciliation Process

Unless otherwise released by the Plan, the Debtor expressly reserves all rights to object to or otherwise dispute any Claim filed against the Debtor in the Chapter 11 Case and all rights of setoff or other legal or equitable rights and defenses with respect to any Claim.

IX. Claims Related to the Texas Winter Storm

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action arising from or relating to the Texas winter storm event, colloquially referred to as Winter Storm Uri, including, without limitation, Causes of Action sounding in tort, contract, or any other theory of law relating to the decision to set the real time settlement point price for power at the high offer cap of \$9,000 per MWh, the continuation of such order for a total of 87.5 consecutive hours, damages resulting from the extreme electricity prices, the failure of generators to properly winterize and prepare for the winter storm event, the actions of generators before, during, and after the winter storm event, and the decision to execute, and execution of, the mass transition of the Debtor's customers to providers of last resort. Without limiting the generality of the foregoing, the Debtor expressly reserves all Causes of Action against the Persons identified in **Schedule E(ix)** attached hereto.

For the avoidance of doubt, the Debtor reserves all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Schedule E(i)**Claims Related to Insurance Proceeds**

Insurance Carrier(s)/Party²	Carrier Address	Insurance Policy Description
Hartford Fire Insurance Company	One Hartford Plaza Hartford, Connecticut 06155	Commercial General Liability/Package From 11/18/2020 - 11/18/2021, Policy number ending G1734
Hartford Casualty Insurance Company	One Hartford Plaza Hartford, Connecticut 06155	Umbrella From 11/18/2020 - 11/18/2021, Policy number ending G1580
Federal Insurance Company Chubb Group Of Insurance Companies	Capital Center, 251 North Illinois, Suite 1100 Indianapolis, IN 46204-1927 82 Hopmeadow Street P.O. Box 2002 Simsbury, CT 06070-7683	Directors & Officers From 11/30/2020 - 11/30/2021, Policy number ending 2855 and any tail policy
AXIS Insurance Company	111 South Wacker Drive, Suite 3500 Chicago, IL 60606	Directors and Officers/Entity Excess From 11/30/2020 - 11/30/2021, Policy number ending 99-01
Nationwide Management Liability & Specialty	Attention: Claims Manager 7 World Trade Center, 37th Floor 250 Greenwich Street New York, NY 10007	Business and Management Indemnity From 12/2/2020 - 12/2/2026 Policy number ending 6952
Aon Risk Services Southwest Inc	5555 San Felipe Suite 1500 Houston, TX 77056	Insurance broker
Aon Risk Services Central, Inc.	200 East Randolph Street Chicago, IL 60601	Insurance broker

² Includes each named party's predecessors, successors, assigns, subsidiaries, affiliates, owners, officers, directors, employees, managers, members, principals and shareholders.

Schedule E(ii)**Claims Related to Tax Obligations**

Authority Name	Authority Address	Tax Type(s)
Internal Revenue Service	Centralized Insolvency Operation Post Office Box 7346 Philadelphia, PA 19101-7346	United States Withholding Tax United States Federal Income Tax
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts Lyndon B. Johnson State Office Building 111 East 17th Street Austin, TX 78744	Sales & Use Tax Gross Receipts Tax Franchise Tax

Schedule E(iii)**Claims, Defenses, Cross-Claims and Counter-Claims
Related to Litigation and Possible Litigation**

Party³	Nature of the Suit or Cause of Action
AEP Texas Central Company	Chapter 5 avoidance claim(s)
AEP Texas North Company	Chapter 5 avoidance claim(s)
Amazon Web Services	Chapter 5 avoidance claim(s)
AON Risk Services	Chapter 5 avoidance claim(s)
CenterPoint Energy, Inc	Chapter 5 avoidance claim(s)
Thomas Ramer Clark	Counterclaims, defenses and other causes of action in connection with the action initiated by Clark against the Debtor
Energy Services Group	Chapter 5 avoidance claim(s)
Electric Reliability Council of Texas	Chapter 5 avoidance claim(s); Texas Storm Causes of Action
Facebook	Chapter 5 avoidance claim(s)
Frazee Valuation & Forensic Consulting	Chapter 5 avoidance claim(s)
Charles Huppert	Counterclaims, defenses and other causes of action in connection with the action initiated by Huppert against the Debtor
Lisa Khoury	Counterclaims, defenses and other causes of action in connection with the action initiated by Khoury against the Debtor
Oncor Electric Delivery Company LLC	Chapter 5 avoidance claim(s)
Public Utility Commission of Texas	Counterclaims, defenses and other causes of action in connection with investigations initiated by PUCT against the Debtor; Texas Storm Causes of Action
State of Texas	Counterclaims, defenses and other causes of action in connection with the action initiated by the State of Texas against the Debtor
Stripe, Inc.	Chapter 5 avoidance claim(s)
Texas New Mexico Power Company	Chapter 5 avoidance claim(s)
Zendesk, Inc.	Chapter 5 avoidance claim(s)

³ Includes each named party's predecessors, successors, assigns, subsidiaries, affiliates, owners, officers, directors, employees, managers, members, principals and shareholders.

Schedule E(ix)**Claims Related to the Texas Winter Storm**

Party⁴	Nature of the Suit or Cause of Action
Electric Reliability Council of Texas	Negligence; breach of contract; aiding and abetting; fraudulent transfer
Public Utility Commission of Texas	Negligence; aiding and abetting; due process and other claims arising under the Federal and State Constitutions, statutes and rules
Any and all Providers of Last Resort, in their respective capacities as such, that received former customers of the Debtor after the February winter storm event	Fraudulent transfer
Texas electricity generators	Negligence; gross negligence; product liability/strict liability; misrepresentation or negligent misrepresentation; fraud; breach of continuing duty to warn; breach of express and implied warranties; tortious interference with contract; claims arising under the Texas Deceptive Trade Practices Act; breach of contract; unjust enrichment

⁴ Includes each named party's predecessors, successors, assigns, subsidiaries, affiliates, owners, officers, directors, employees, managers, members, principals and shareholders.